

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(s):	Thomas et al.	CONF. NO.:	6990
SERIAL NO.:	10/788,427	ART UNIT:	2617
FILING DATE:	02/27/2004	EXAMINER:	Stephen, Emem O.
TITLE:	EXCHANGEABLE KEYMAT		
ATTORNEY DOCKET NO.:	684-011708-US (PAR)	NC42102US	

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PRE-APPEAL BRIEF REQUEST FOR REVIEW

I. INTRODUCTION

Applicant requests review of the final rejection dated 15 December 2009 in the above-identified application. No amendments are being made with this request and a Notice of Appeal is being submitted herewith.

II. REMARKS

2. Claims 1, 2, 4-7, 9-12 and 14-19 are patentable under 35 U.S.C. 103(a) over Wu (U.S. Pub. No. 2006/0165465) and Humphreys et al. (US 2003/0143961, hereinafter "Humphreys"). Claim 1 recites that the bendable elastomeric keymat is configured so that an entirety of the bendable elastomeric keymat bends to outwardly force the lips toward the rim of the recess and into the plurality of indentations on the cover to attach the edges of the keymat to the cover and said indentations are located at edges of the recess for removably mounting said keymat, the cover also includes a plurality of locking parts extending from an interior surface of the recess adjacent the indentations so that the plurality of locking parts interface with the lips of the keymat and, along with the elastic properties of the keymat, force the lips of the keymat into the indentations of the cover.

The above-noted features of Applicant's claim 1 are not disclosed or suggested by. The Examiner admits Wu fails to disclose that "the keymat is elastomeric, and is configured so that an entirety of the bendable elastomeric keymat bends and a plurality of locking parts extending from the cover adjacent the indentations that, along with the elastic properties of the keymat, force the lips of the keymat into the indentations." (See the sentence bridging pages 3 and 4 of the office action dated 20 July 2009).

The Examiner cites to Humphreys for remedying the above noted defect of Wu. While Humphreys discloses that the primary cover 250 is preferably made of an elastomeric material (Para. 31) it is noted that the primary cover 250 in Humphreys is dimensioned so as to fit snugly over the internal assembly (Para. 37). Humphreys specifically recites "[i]f the internal length dimension of cover 250 (see FIG. 5), for example, is slightly small than the external length dimension of the internal assembly 700, then a slight extension of cover 250 may be used to install the internal assembly, which will then be 'grabbed' by cover 250 when it is released." (Para. 37). As such, the primary cover in Humphreys is stretched over the internal assembly 700. Therefore, Humphreys cannot disclose or suggest that the bendable elastomeric keymat is configured so that an entirety of the bendable elastomeric keymat bends to outwardly force the lips toward the rim of the recess as recited by Applicant.

It is further noted that the stretching of the primary cover 250 in Humphreys for installation over the internal assembly 700 is directly contrary to what is disclosed in Wu. It is noted that "[a] prior art reference must be considered in its entirety, i.e., as a whole, including portions that would lead away from the claimed invention." MPEP § 2141.02 quoting *W.L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983), *cert. denied*, 469 U.S. 851 (1984). Wu merely discloses a rigid key module having tabs 25 extending from the sides of the key module such that the tabs 25 snap into grooves 26 for securing modules 11 and 12 together (Para. 76). At best if Wu and Humphreys were combined the result would be nothing more than the key module 12 of Wu having elastic edges (as in Humphreys) that are stretched over the base module 11 for securing the key module 12 to the base module 11. The combination of Wu and Humphreys simply does not disclose or suggest the bendable elastomeric keymat is configured so that an entirety of the bendable elastomeric keymat bends to outwardly force the lips toward the rim of the recess.

In addition, Humphreys does not disclose or suggest the cover also includes a plurality of locking parts extending from an interior surface of the recess adjacent the indentations so that the plurality of locking parts interface with the lips of the keymat and, along with the elastic properties of the keymat, force the lips of the keymat into the indentations of the cover as suggested in the office action.

Paragraph 36 of Humphreys recites in its entirety,

Outer band 270 is an optional device that is both functional and decorative in nature. It is preferably made from an elastomeric material and extends continuously around mobile station 200. Outer band 270 may be any thickness, but preferably adds no more than ten millimeters to the overall width or thickness dimensions of mobile station 200. In the embodiment illustrated in FIG. 2, outer band 270 forms display opening 272 such that the raised perimeter 233 defining window pane 232 also extends through it. Outer band 270 also forms opening 274 so that function key 216 is accessible to the user even when outer band 270 is in place. Note that FIG. 2 illustrates a preferred location for outer band 270, but it could be placed in other locations along the length of mobile station 200 as well, with appropriately formed openings. In addition, it could also extend in a different orientation, such as from end to end, and depending on the shape and design of mobile station 200 itself, it may be desirable to do so. And although outer band 270 is preferably a continuous band of elastomeric material, it could also include a first end and a second end having fastening means such as a snap, tab and slit, button, fabric hook and eye, or zipper for connecting the ends when wrapped around mobile station 200. An isometric view of outer band 270 (only) is presented in FIG. 13.

One can only assume (as nothing more than a paragraph number was cited in the office action) that the Examiner is equating the outer band 270 and fastening means of Humphreys respectively with the cover and locking parts recited in Applicant's claim 1. However, as can be seen above, Paragraph 36 of Humphreys describes that the outer band 270 has a first end and a second end that are fastened together where the outer band 270 extends continuously around mobile station 200. Nowhere in Paragraph 36, nor anywhere else, does Humphreys disclose or suggest that the "fastening means" interface with the lips of the keymat and, along with the elastic properties of the keymat, force the lips of the keymat into the indentations of the cover as suggested in the office action. It is noted that the outer band 270 in Humphreys extends around (e.g. on top of) the primary cover 250 and thus cannot be equated to the cover claimed by Applicant. In addition, Paragraph 47 of Humphreys describes interaction between the groove 510 and the corresponding extension

tab (not shown but located on the internal assembly 700) where the groove 510 is formed along the interior face 506 of the right side wall 306 (a similar groove is formed on the left side wall 304 as well). In Humphreys the side walls 304 and 306 are forced outward by the corresponding extension tabs during installation of the internal assembly 700 and the extension and grooves are positioned such that they are aligned when internal assembly 700 is fully in place. By elastomeric rebound the communication is then accomplished. (Para. 47). There is no "interface" between the fastening means and groove 510 disclosed or suggested in Humphreys. Thus, the "fastening means" in Paragraph 36 cannot reasonably be considered "locking parts" as claimed by Applicant.

The Examiner asserts that Humphreys discloses lips, rim, recess and locking parts (which Applicant's maintains Humphreys does not disclose the features claimed by Applicant for the reasons described above) and that their placement is based on the user's design choice. This reason for maintaining the rejection is specious at best given that Humphreys discloses substantially the opposite of what is claimed by Applicant. Again, Applicant's claim 1 recites the bendable elastomeric keymat is configured so that an entirety of the bendable elastomeric keymat bends to outwardly force the lips toward the rim of the recess. Humphreys on the other hand discloses a cover that can be stretched over the chassis so that the cover "squeezes" or envelopes the chassis by elastomeric rebound. Thus, Applicant's claimed features cannot reasonably be considered a mere design choice in view of the teachings of Humphreys.

Therefore, claim 1 is patentable over the combination of Wu and Humphreys for the above-described reasons. The above arguments apply equally to claims 6, 11 and 17. Thus, claims 6, 11 and 17 are also patentable over Wu and Humphreys. Claims 2, 4, 5, 7, 9, 10, 12, 14-16, 18 and 19 are patentable at least by reason of their respective dependencies.

3. Claims 3, 8, 13, 18 and 19 are patentable under 35 U.S.C. 103(a) over Wu, Humphreys and Kfoury et al., U.S. Pub. No. 2003/0119543 ("Kfoury"). Claims 3, 8, 13, 18 and 19 depend from claims 1, 6, 11 and 17, which are patentable over the combination of Wu and Humphreys for the reasons described above. It is submitted that because the combination of Wu and Humphreys does not disclose or suggest all the features of claims 1, 6, 11 and 17, that the combination of Wu, Humphreys and Kfoury cannot as well. It is


noted that Kfoury merely discloses a rigid input module 200 with rails 416, 418 that are received in grooves 412, 414 when the input module 200 is slid into the cavity 402 (Para. 0032). Thus, claims 3, 8, 13, 18 and 19 are patentable at least by reason of their respective dependencies.

Moreover, Applicant's claims 3, 8 and 13 are patentable over the combination of Wu, Humphreys and Kfoury for the reasons described on pages 9-10 of Applicant's Amendment filed on 6 October 2009.

Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

The Commissioner is hereby authorized to charge payment for any fees associated with this communication or credit any over payment to Deposit Account No. 16-1350.

Respectfully submitted,



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8 March 2010
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